

appreciation of the property in the interval. There is, moreover, something suspicious in the account given by the defendant, of this transaction, and in his statement of the motives by which he was influenced, as he says, in making the purchase. He speaks of further advances made by him to Mrs. Osborne, subsequent to the date of the mortgage, which, with his claim for interest on the mortgage debt, amounted, as he says, on the day the deed of February, 1844, was executed, to \$3,250, and that on that day, he paid her in money, the sum of \$4,500, making the aggregate sum of \$7,750, which, he says, formed the consideration of the deed, and was the full value of the equity of redemption, and more than he would have given therefor, under other circumstances. The court does not see, in these circumstances, any reason or motive, to induce the defendant to give more for the property, than he would, as he declares, otherwise have been disposed to give. He had a decree for his mortgage debt, securing the payment of principal and interest, at the stipulated period, and if he had made the mortgagor further advances, as he states, that furnished no reason why he should advance in cash the large additional sum of \$4,500, to acquire the title. Lenders of money, say the Court of Appeals, in the case of *Dougherty vs. McColgan*, 6 Gill & Johns., 281, "being less under the pressure of circumstances, calculated to control the free exercise of judgment, than borrowers, they may often be tempted to avail themselves of that advantage, in order to attain inequitable bargains." The leaning of courts of equity, is therefore against them, and presumptions are not made in their favor. In this case, all the advantages of position were with the defendant. He had a mortgage and decree for a large sum of money, and there is no circumstance connected with the transaction, which would induce a man of ordinary prudence, to give more for the property, than his unbiased opinion would prompt him to give. The case, moreover, is singularly defective in evidence, in regard to the payment of the consideration, by the defendant, and his refusing to answer, respecting his means to command such large sums, is certainly a circumstance from which unfavorable inferences may be drawn.